

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

ARTHUR M. ALBIN
General Attorney

214-651-6742

2-112A030

April 15, 1982

In reply refer to: 410.043-65C

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. APR 22 1982
Date.....
Fee \$. 10.00
ICC Washington, D. C.

RECORDATION NO. 12601-A
Filed 1425

APR 22 1982 -9 55 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

I have enclosed an original and two (2) counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Amendment to Conditional Sale Agreement, a secondary document, dated as of the 15th day of March, 1982.

The primary document to which this is connected is a Conditional Sale Agreement recorded under Recordation No. 12601.

The names and addresses of the parties to the document are as follows:

The Seller under the Conditional Sale Agreement is MERCANTILE NATIONAL BANK AT DALLAS, Main at Ervay, PO Box 225415, Dallas, TX 75265;

The Purchaser under the Conditional Sale Agreement is SOUTHWESTERN STATES MANAGEMENT CO., 701 Commerce Street, Dallas, TX 75202.

A description of the equipment covered by the document follows:

One hundred (100) 100-ton, 4750 cu. ft. covered triple hopper cars with through center sill bearing recording marks and numbers of the MISSOURI-KANSAS-TEXAS RAILROAD COMPANY MKT 4500-4599 both inclusive.

A fee of \$10.00 is enclosed. Please return the original and any copies not needed by the Commission for recordation to the undersigned or the bearer of this letter if hand delivered.

RECEIVED
APR 22 9 47 AM '82
FEE OPERATION BR.

Mrs. Agatha L. Mergenovich
Page Two


April 15, 1982

A short summary of the document to appear in the Index follows:

The secondary document is an Amendment to Conditional Sale Agreement between MERCANTILE NATIONAL BANK AT DALLAS, Main at Ervay, PO Box 225415, Dallas, TX 75265 and SOUTHWESTERN STATES MANAGEMENT CO., 701 Commerce Street, Dallas, TX 75202 and extends the term and modifies the payment provisions of the Conditional Sale Agreement for over a period of seven (7) years for said one hundred (100) 100-ton, 4750 cu. ft. covered triple hopper cars with through center sill bearing recording marks and numbers of MISSOURI-KANSAS-TEXAS RAILROAD COMPANY: MKT 4500-4599 both inclusive.

I certify that I have knowledge of the foregoing.

Very truly yours,


Arthur M. Albin

AMA/bmw

Enclosures

AMENDMENT TO CONDITIONAL SALE AGREEMENT
AND AGREEMENT AND ASSIGNMENT
DATED AS OF DECEMBER 22, 1980

RECORDATION NO. 12601-A
APR 22 1982 - 9 25 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT TO CONDITIONAL SALE AGREEMENT AND AGREEMENT AND ASSIGNMENT entered into as of the 15th day of March, 1982, between MERCANTILE NATIONAL BANK AT DALLAS (hereinafter called the "Bank") and SOUTHWESTERN STATES MANAGEMENT CO., a Missouri corporation (hereinafter called "Company");

W I T N E S S E T H that:

WHEREAS, Company entered into and executed a Conditional Sale Agreement with TRINITY INDUSTRIES, INC., dated as of December 22, 1980 for the purchase of one hundred (100) 100-ton, 4,750 cubic foot covered triple hopper cars; and

WHEREAS, said Conditional Sale Agreement was assigned by Agreement and Assignment dated as of December 22, 1980, by TRINITY INDUSTRIES, INC., manufacturer, to MERCANTILE NATIONAL BANK AT DALLAS; and

WHEREAS, said Conditional Sale Agreement and Agreement and Assignment were duly recorded with the Interstate Commerce Commission on December 19, 1980, and given recordation number 12601; and

WHEREAS, Company desires to extend the period of time for the payment of the deferred purchase price as set forth in said Conditional Sale Agreement, and Bank is agreeable to same, subject to the terms and provisions hereof;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, it is agreed between them as follows:

Effective as of the date hereof, the first full paragraph of subparagraph (b) of Article 3 of said Conditional Sale Agreement dated as of December 22, 1980 between Trinity Industries, Inc. and Southwestern States Management Co., assigned by Agreement and Assignment dated as of December 22, 1980 to Mercantile National Bank at Dallas, is hereby amended to read in its entirety as follows:

"(b) \$3,840,000 of the actual full purchase price of said cars (being the deferred purchase price thereof) shall be paid by Company in twenty-eight (28) consecutive quarterly installments, the first twenty-seven (27) consecutive quarterly installments each being in the principal amount of \$96,000, plus accrued and unpaid interest, the first such installment to be due and payable on April 15, 1982, with subsequent installments to be due and payable on July 15, 1982 and on October 15, 1982 and on the 15th day of January, April, July and October each year thereafter through and including October 15, 1988 with the last installment in the principal amount of \$1,248,000 plus accrued and unpaid interest being due and payable on January 15, 1989. The Company shall pay to Manufacturer interest on the amount of the balance of the purchase price of the Cars remaining unpaid from time to time outstanding at the varying rate per annum which shall from day to day be equal to the lesser of (A) the maximum rate permitted by applicable law as the same exists from day to day during the term hereof (the 'Maximum Rate') including as to Article 5069-1.04 Vernon's Texas Civil Statutes (and as the same may be incorporated by reference in other Texas statutes) but otherwise without limitation, that rate based upon the "indicated rate ceiling", or (B) the sum of (i) the

Prime Rate (hereinafter defined) in effect from day to day, plus (ii) two percentage points (2%) calculated on the basis of actual days elapsed over a year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be; provided, however, if on any date the aggregate amount of interest accrued (prior to such date) under this Agreement is less than the aggregate amount of interest which would have accrued (prior to such date) under this Agreement if interest had accrued (at all times prior to such date) at the rate provided in item (B) above, and without regard to the limitation imposed by item (A) above, then on such date the unpaid balance of the purchase price of the Cars shall bear interest at the Maximum Rate. Beginning April 16, 1982, the interest rate for the immediately succeeding quarter-annual period will be fixed and determined as of each April 16, July 16, October 16 and January 16 based on the Prime Rate and Maximum Rate existing on such dates. Notwithstanding anything contained herein to the contrary, the total amount of interest paid and collected shall not exceed the amount which would have been paid and collected had interest been paid and collected at all times hereunder at the Maximum Rate. The term Prime Rate as used herein shall mean at any time the rate of interest per annum then most recently established by Mercantile National Bank at Dallas ('Bank') as its prime rate on commercial loans."

II.

Except as amended hereby, all other terms and provisions of said Conditional Sale Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first stated above.

SOUTHWESTERN STATES MANAGEMENT CO.

By: _____

Vice President

ATTEST:

R. M. Allen
Assistant Secretary

MERCANTILE NATIONAL BANK AT DALLAS

By: _____

Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 16th day of April, 1982, before me personally appeared Paul R. Bielbach, to me personally known, who, being by me duly sworn, says that he is Vice President of SOUTHWESTERN STATES MANAGEMENT CO., that one of the seals affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Belen M. Williams
Notary Public in and for
Dallas County, Texas

My commission expires:

March 24, 1986

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Harlan Belton, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, and that he executed the same as the act of said association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of April, 1982.

Sandra Kinney Rouse
Notary Public in and for
Dallas County, Texas

My commission expires:

4/9/85